

AGREEMENT BETWEEN
THE GOVERNMENT OF THE UNITED
STATES OF AMERICA
AND
THE GOVERNMENT OF GEORGIA
ON
DEFENSE COOPERATION

The Government of the United States of America and the Government of Georgia (hereinafter "the Parties"):

Desiring to conclude an agreement on the enhanced cooperation between the Government of the United States of America and the Government of Georgia that will support their cooperation and the fight against terrorism; and,

Affirming that such cooperation is based on full respect for the sovereignty of each Party and the purposes of the United Nations Charter; and,

Recognizing the desire of the Parties to share in the burden of supporting those U.S. forces that may be present in the territory of Georgia; and,

Recognizing to the extent that it does not conflict with this Agreement the application of the Agreement Among the States Parties to the North Atlantic Treaty and the other States Participating in the Partnership for Peace Regarding the Status of Their Forces done at Brussels on June 19, 1995 (PFP SOFA) to U.S. personnel participating in activities under this agreement; and,

Recognizing the need to enhance their common security, to contribute to international peace and stability, and to enhance closer cooperation in the areas of defense and security;

Have agreed as follows:

Article I - Definitions

For the purposes of this Agreement, the following terms are hereunder defined:

1. "United States military and civilian personnel" means members of all uniformed services and civilian personnel of the United States Government in Georgia in connection with activities under this Agreement.
2. "United States contractors" means non-Georgian companies and firms and their employees, other than nationals of Georgia, employed by the United States in Georgia in connection with activities under this Agreement.
3. "Executive Agents" means the Department of Defense of the Government of the United States of America and the Ministry of Defense of Georgia.
4. "Dependent" means the spouse or child of a United States military or civilian personnel, as well as their close relatives and family members who live with them and are dependent upon them financially, legally or for reasons of health.

Article II - Use of Facilities and Areas

The Government of the United States of America (hereinafter, "USG") is authorized access to and use of such facilities and areas in Georgia as may be mutually agreed. United States military and civilian personnel and United States contractors and vehicles, vessels, and aircraft operated by or for U.S. forces, may use these facilities and areas for training, transit, support and related activities, refueling of aircraft, temporary

maintenance of vehicles, vessels and aircraft, and accommodation of personnel, communications, staging of forces and material, and for such other purposes as the Parties may agree.

Article III - Logistic Support

1. On request by the USG and as feasible, Georgia shall provide to U.S. Forces in Georgia logistic support listed in Annex A as necessary to conduct the activities under this Agreement.
2. The USG will pay for reasonable costs associated with the provision of logistic support. Reasonable costs are rates or charges no less favorable than those available to the Georgian armed forces or government, excluding taxes, fees or similar charges.
3. Procedures for payment shall be established through Implementing Arrangements as mutually agreed by the Parties or their Executive Agents.

Article IV - Respect for Law

Without prejudice to the privileges and immunities provided in Article VI, United States military and civilian personnel have a duty to respect the laws and regulations of Georgia and shall have a duty not to interfere in the internal affairs of Georgia.

Article V - Entry and Exit

1. United States military and civilian personnel may enter and exit Georgia with military or other USG identification cards and with individual or collective movement orders. Passports and visas shall not be required.
2. United States contractors' employees shall not be required to have visas.

3. The Executive Agents will develop procedures to facilitate and ensure the implementation of these rights.

Article VI - Status of United States Military and Civilian Personnel

1. United States military and civilian personnel shall be accorded privileges and immunities equivalent to those provided to administrative and technical staff of the Embassy under the Vienna Convention on Diplomatic Relations concluded on April 18, 1961.

2. Georgia recognizes the particular importance of disciplinary control by U.S. military authorities over United States military and civilian personnel and, therefore, Georgia authorizes the USG to exercise exclusive criminal jurisdiction over such personnel.

3. The parties confirm that United States military and civilian personnel may not be surrendered to, or otherwise transferred to the custody of, an international tribunal, or any other entity or state without the express consent of the USG.

Article VII - Bearing of Arms and Wearing of Uniforms

1. United States military and civilian personnel, and other persons as agreed, may possess and carry arms in Georgia, as required by the performance of their duties or authorized by their orders.

2. United States military personnel may wear their uniforms while performing official duties in Georgia.

Article VIII - Contracting

1. As mutually agreed between appropriate authorities of the Parties, construction, alteration, and improvements may be made to facilities and areas used by U.S. forces and United States contractors pursuant to this Agreement.

2. In the event that U.S. forces award contracts for acquisition of articles and services, including construction, such contracts shall be awarded in accordance with U.S. laws and regulations. Acquisition of articles and services in Georgia by or on behalf of U.S. forces shall not be subject to any taxes, customs, duties or similar charges by Georgia or its instrumentalities.

Article IX - Taxation

1. Georgia shall exempt from taxation any income received from the United States or from sources outside Georgia by United States military and civilian personnel, and by United States contractors and contractors' employees, other than nationals of Georgia.

2. United States military and civilian personnel and United States contractors' employees, other than nationals of Georgia, shall not be liable to pay any tax or similar charges on the ownership, possession, use, or transfer amongst themselves, of their tangible, movable property imported into Georgia or acquired while in the territory of Georgia for personal use during the term of this Agreement.

Article X - Importation and Exportation

1. The U.S. forces and United States contractors may import into Georgia any equipment, supplies, material or services required for their operations in Georgia.

2. The U.S. forces, United States military and civilian personnel, and United States contractors and their employees (other than nationals of Georgia) and their dependents may import into Georgia personal effects and articles for the consumption by or use of such personnel. The U.S. forces or their agents will notify such personnel

of the date and place of delivery of their property in Georgia, and will provide an inventory of such property to appropriate Georgia authorities 14 days in advance of the delivery.

3. The importation and re-exportation of any articles brought into Georgia, in accordance with paragraphs (1) and (2) of this Article, shall not be subject to any license, other restrictions, customs duties or taxes.

4. The U.S. forces, United States military and civilian personnel, and United States contractors and their employees, other than nationals of Georgia, shall retain title to all removable property which they have imported into or acquired while in the territory of Georgia. Such property may be removed from Georgia or disposed of therein provided the disposition of such property in Georgia to persons or entities not entitled to exemption from applicable taxes and duties may be subject to payment of such taxes and duties by such persons or entities.

Article XI - Claims

The Parties waive any and all claims against each other, other than contractual claims, for damage to, loss or destruction of property owned by either Party, or death or injury to any military or civilian personnel of either Party, arising out of the conduct of activities under this Agreement in Georgia. Claims by third parties arising out of the acts or omissions of any United States military or civilian personnel will be processed in accordance with the PFP SOFA.

Article XII - Movement of Aircraft and Vehicles

1. Upon an initial request of the U.S. forces, aircraft, vessels and vehicles operated by or for U.S. forces may enter, exit, and move freely within the territory of Georgia.

2. The access and movement of such aircraft, vessels, and vehicles shall be free of landing and parking fees, pilotage, navigation and overflight charges, tolls, overland transit fees and similar charges. Such aircraft, vessels, and vehicles shall be free from inspection.

3. Georgia shall accept as valid, without a driving fee or test, driving licenses or permits issued by the appropriate USG authorities to United States military and civilian personnel and to United States contractors and their employees, other than nationals of Georgia.

Article XIII - Security

Georgia shall take all reasonable measures within its power to ensure the safety and security of United States military and civilian personnel and property in Georgia, as well as the protection of such property from seizure by or conversion to the use of any entity or Party other than the USG, without the prior consent of the USG. The U.S. forces are authorized to provide internal security of those facilities and areas assigned to their exclusive use.

Article XIV - Utilities and Communications

1. United States military and civilian personnel and contractors may use water, electricity, and other public utilities on terms and conditions, including rates or charges, no less favorable than those available to the Georgian Armed Forces or government, in like circumstances, unless otherwise agreed. The U.S. forces' costs will be equal to their pro rata share of the cost of such utilities.

2. The U.S. forces shall be allowed to operate their own telecommunication systems (as the term "telecommunication" is defined in the 1992 Constitution

of the International Telecommunication Union). This shall include the right to utilize such means and services as are required to ensure full ability to operate telecommunication systems, and the right to use, free of charge, all necessary radio spectrums for these purposes. The U.S. forces, in the interest of avoiding mutually disruptive interference, as well as to assist Georgia in fulfillment of its international obligations, will make every reasonable effort to coordinate the use of frequencies with the appropriate Georgia authorities. The U.S. forces will take into consideration Georgia laws and will consult with appropriate Georgia authorities on the operation of their own telecommunication systems.

Article XV - Residual Value

In the event that U.S. forces discontinue use of a facility, either directly or indirectly at the initiative of Georgia, Georgia shall compensate the USG for the residual value, if any, of any construction or improvements made by the USG to that facility, as authorized in Article VIII above.

Article XVI - Implementing Agreements and Arrangements

As appropriate, the Parties or their Executive Agents may enter into Implementing Agreements or Arrangements to carry out the provisions of this Agreement.

Article XVII - Interpretation

The provisions of this Agreement are intended to supplement the provisions of the PFP SOFA, which otherwise apply, and, in the event of any conflict, the provisions of this Agreement shall prevail. Nothing in this Agreement shall prejudice the rights or obligations of the Parties under the Agreement Between the United States and Georgia Concerning Cooperation in the Area of Weapons of Mass Destruction and the Promotion of Defense and Military Relations signed on July 17, 1997.

Article XVIII - Disputes

Any dispute regarding the interpretation or application of this Agreement will be resolved by consultation between the Parties, and will not be referred to any national or international tribunal or any third party for settlement.

Article XIX - Concluding Provisions

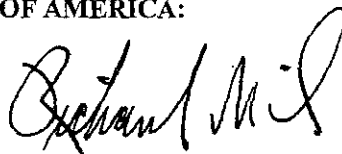
1. This Agreement, of which Annex A forms an integral part, shall enter into force upon the date that Georgia notifies the United States of America through diplomatic channels that all internal procedures as are necessary to give effect to this Agreement in Georgia have been satisfied, and shall have an initial term of one year. Thereafter, it shall continue in force unless terminated by either Party on 180 days written notice through diplomatic channels.

2. This Agreement shall be amended as mutually agreed in writing by the Parties. Such amendments shall enter into force in the same manner as described above in Paragraph 1 of this Article.

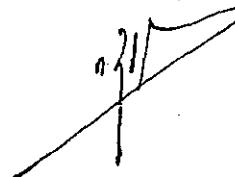
IN WITNESS WHEREOF, the undersigned, being duly authorized by their respective Governments, have signed this Agreement.

DONE on November 10, 2002, in Tbilisi, in duplicate, in the English and Georgian languages, both texts being equally authentic. In cases of divergence in the English and Georgian languages, the English language will prevail.

**FOR THE
GOVERNMENT
OF THE
UNITED STATES
OF AMERICA:**

A handwritten signature in dark ink, appearing to read "Richard M. L.", written over a horizontal line.

**FOR THE
GOVERNMENT
OF GEORGIA:**

A handwritten signature in dark ink, consisting of a stylized, sweeping stroke, written over a horizontal line.

ANNEX A - Logistical Support

For purposes of this Agreement, the following categories of logistic support are encompassed by Article III thereof:

Accommodations; Maintenance and repair services, including storage; Water, potable and non-potable, including distribution and storage; Food, perishable and non-perishable; Fuel, to include storage, distribution and quality control services; Land, sea and air transportation services; Utilities and services, including power and communications; Civilian labor requirements; Medical support and services; Air service for aircraft and cargo; and Other appropriate support as mutually agreed.